

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 18-cv-710-jdp

JERIME J. BORST, DIANE M. BORST,
WESTERN WISCONSIN NUTRITION,
LLC, BINKOWSKI OIL, LLC, PIERCE
VETERINARY CLINIC, INC., DEERE &
COMPANY, THE COOPERATIVE
FINANCE ASSOCIATION, INC., PHI
FINANCIAL SERVICES, INC., and
BANK OF AMERICA, N.A.

Defendants.

JUDGMENT OF FORECLOSURE AND SALE

The Defendants, Jerime J. Borst, Diane M. Borst, Western Wisconsin Nutrition, LLC, Binkowski Oil, LLC, Pierce Veterinary Clinic, Inc., Deere & Company, The Cooperative Finance Association, Inc., Phi Financial Services, Inc., and Bank of America, N.A., having failed to appear, plead, or otherwise defend in this action, and default having been entered on April 2, 2019, and counsel for Plaintiff United States of America having requested judgment against the defaulted Defendants and having filed a proper motion and declarations in accordance with Fed. R. Civ. P. 55(a) and (b);

Judgment is hereby entered in favor of the United States and against Defendants as follows:

Real Estate

1. There is now due and owing to the United States as of and including April 23, 2019, the sum set forth in Attachment A.
2. The Defendants shall not be granted a right of redemption
3. The United States is entitled to Judgment of Foreclosure and Sale in the usual form on the mortgaged premises, located in Pierce County, Wisconsin, and described more specifically as:

That certain parcel of land located in the NW1/4 of the SW1/4 and the NE1/4 of the SW1/4 of Section 5, Township 25 North, Range 17 West, Town of Hartland, Pierce County, Wisconsin, more fully described as follows: Commencing at the West Quarter corner of said Section 5; thence N89°38'14"E 393.18 feet on the East/West Quarter line of said Section 5, to the point of beginning, of the parcel to be herein described; thence N89°38'14"E 932.92 feet on said line; thence S01°20'48"W 492.94 feet on the East line of said NW1/4 of the SW1/4; thence N89°38'14"E 445.02 feet on the South line of the North 15 acres of said NE1/4 of the SW1/4; thence S03°04'57"W 429.93 feet; thence N88°48'54"W 540.76 feet; thence N86°17'06"W 544.20 feet; thence S06°20'46"E 297.20 feet; thence S88°22'00"W 713.63 feet; thence N01°21'00"E (assumed bearing on the West line of the SW1/4 of said Section 5, recorded as North) a distance of 276.11 feet; thence N89°38'14"E 393.18 feet; thence N01°21'00"E 904.40 feet to the point of beginning.

Subject to 690th Street right of way.

Pierce County, Wisconsin.

Tax ID.: 012-01011-0900

4. The mortgaged premises shall be sold as a whole at public auction in the County of Pierce, State of Wisconsin, by or under the direction of the United States Marshal for the Western District of Wisconsin.

5. The Defendants, their heirs, successors and assigns, and all persons claiming under them or either of them after the filing of notice of the pendency of this action, be forever barred and foreclosed of all right, title, interest, and equity of redemption in said mortgaged premises.

6. In case of sale pursuant hereto:

- a) the United States Marshal shall give public notice of the time and place of the sale as required by law, and that notice of the sale be published in the Pierce County Herald, a newspaper published in Pierce County, Wisconsin;
- b) the United States Marshal shall allow any of the parties to this action to purchase at the sale the above-described premises;
- c) the United States Marshal shall file with the Clerk of this Court his report of the sale, and shall also immediately after the sale deposit the proceeds thereof, after deducting the costs and expenses of the sale unless otherwise ordered by the Court;
- d) the United States Marshal may accept from the purchaser at such sale, as a deposit or down payment upon the same, not less than ten percent (10%) of the purchase price, in which case such amount shall be deposited as above provided, and the balance of the sale price shall be paid to the United States Marshals' Service by the purchaser at the sale, within thirty (30) days of the date of sale, except that if the United States is the successful bidder at the sale, the United States Marshal may take the receipt of the United States in lieu of cash payment;

- e) the United States Marshal, upon compliance on the part of the purchaser with the terms of the sale as required by law, and upon confirmation of the sale by the Court, shall make and execute to the purchaser a deed to the premises so sold, as above described, stating the price paid therefor;
- f) the United States Marshal shall deliver the deed to the purchaser, upon compliance by the purchaser with the terms of the sale, and the payment by him of any balance of the sale price to be paid, and upon confirmation of the sale by the Court;
- g) the United States Marshal shall thereupon pay from the proceeds of the sale all claims superior to the United States as determined by the Court, and to the United States, the amount of said judgment, together with interest from the date of judgment on all of said sums, as set forth in 28 U.S.C. § 1961(a), from the date hereof, or so much thereof as the monies derived from the sale of the premises will pay the same, and take receipts therefor; and
- h) the surplus money, if any, shall be subject to the further order of the Court.

7. If the proceeds of such sale be insufficient to pay the amounts aforesaid, the United States Marshal shall specify the amount of the deficiency in his report of sale. Deficiency judgment is not being sought herein.

8. Upon confirmation of sale of the mortgaged premises:

- a) the purchaser or purchasers, or his or their heirs, representatives or assigns, be let into possession of the premises sold, upon production of the Marshal's deed thereto or duly authenticated copy thereof;
- b) any of the parties to this action who may be in possession of the premises, and every other person who since the filing of notice of the pendency of this action has come into possession of the same or any part thereof under them or either of them shall deliver to such grantee or grantees named in the deed possession of the mortgaged premises, and
- c) a writ of assistance shall issue if necessary to secure such possession.

9. The United States may pay any taxes or insurance premiums on the mortgaged premises now due or which shall hereafter become due before the sale thereof and have a lien on the premises for the amount so paid with interest as set forth in 28 U.S.C. § 1961(a); and that in the event any such payments are made, the United States may obtain an order at the foot of this judgment directing that the amounts so paid, with interest, be likewise paid from the proceeds of the sale or redemption of the mortgaged premises.

10. Defendants and all persons claiming under them be and they are hereby enjoined from committing waste upon the mortgaged premises and from doing any other act that may impair the value of the same.

Chattel

11. There is now due and owing to the United States as of and including April 23, 2019, the sum set forth in Attachment A.

12. The United States is entitled to immediate possession of the items of security on which the Farm Service Agency has a first security interest, as set forth in Attachment B.

13. The United States may exercise its right to have execution issued and require the United States Marshal to take possession of the items of security listed in Attachment B, and deliver the items of security to the United States, and a writ of execution shall issue if necessary to secure such possession.

14. These items of security, described in Attachment B, may be sold individually or as a whole at public sale or private sale by or under the direction of the United States Marshal or the Farm Service Agency.

15. If these items of security, described in Attachment B, are sold, the United States shall deposit the proceeds thereof, after deducting the costs and expenses of the sale, and unless otherwise ordered by the Court, the United States shall thereupon pay from the proceeds of the sale all claims superior to the United States as determined by the Court and to the United States the sums set forth in Attachment A, the amount of the judgment, together with interest on all sums at the rate set forth in 28 U.S.C. § 1961(a) from the date of the Judgment, or so much thereof as the monies derived from the sale of the items of security will pay, and take receipts therefor; that the surplus money, if any, shall be subject to further order of the Court.

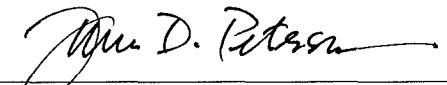
16. If the proceeds from the sale of the items of security, together with the proceeds from the sale of the real estate, are insufficient to pay the amounts set forth above, then the United States may report the amount of the deficiency to the Court. Deficiency judgment is not being sought in this action.

17. Defendants and each of them, their heirs, successors and assigns; and all persons claiming under them or either of them, be forever barred and foreclosed of all right, title, interest, and equity of redemption in said mortgaged collateral.

18. Defendants and all persons claiming under them or either of them, are hereby enjoined from doing any act that may impair the value of the mortgaged collateral.

Dated this 23rd day of APRIL, 2019.

BY THE COURT:



JAMES D. PETERSON
United States District Judge
Western District of Wisconsin

Entered at Madison, Wisconsin, this 24th day of April, 2019.



PETER OPPENEER
Clerk of Court
United States District Court

United States v. Jerime J. Borst, et al.

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ATTACHMENT A

Notes and Mortgages

a.	Principal as of April 23, 2019	\$357,884.78
b.	Interest as of April 23, 2019	<u>\$ 16,650.67</u>
	Total as of April 23, 2019	<u>\$374,535.45</u>

Costs and Disbursements

c.	Filing of Notice of Lis Pendens	\$ 35.00
d.	United States Marshal Fees	<u>\$ 1,069.64</u>
	Total Costs & Disbursements	<u>\$ 1,104.64</u>

TOTAL AS OF APRIL 23, 2019 **\$375,640.09**

SUBSTITUTE ATTACHMENT B
UNITED STATES OF AMERICA V. JERIME J. BORST, ET AL.
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LIST OF ITEMS OF SECURITY

- A. All crops, annual and perennial, and other plant or farm products now planted, growing or grown, or harvested or which were planted by Defendants Jerime J. Borst and/or Diane M. Borst in Pierce County, Wisconsin, after the Security Agreement was executed on November 24, 2015, or otherwise become growing or harvested crops or other plant products (1) within the one-year period or any longer period of years permissible under State law, or (2) at any time after the Security Agreement was executed on November 24, 2015, if no fixed maximum period is prescribed by State law, including crops and plant products now planted, to be planted or harvested by Defendants Jerime J. Borst and/or Diane M. Borst in Pierce County, Wisconsin.
- B. All farm and other equipment (except small tools and small equipment such as hand tools, power lawn mowers and other items of like type unless described below), and inventory, now owned or hereafter acquired by Defendants Jerime J. Borst and/or Diane M. Borst, together with all replacements, substitutions, additions, and accessions thereto, including but not limited to the following:

ITEM NO.	QTY	DESCRIPTION	MANUFACTURER	SIZE AND TYPE	SERIAL OR MODEL NO.
1	1	Tractor with Duals	IHC	1066 WF	009138
2	1	Tractor with Duals	IHC	1206 WF	10593 S-Y
3	1	Tractor	John Deere	4020 WF	149844 R
4	1	Tractor	IHC	M/NF & power steer	233614
5	1	Loader	John Deere	720	
6	1	Skid Steer	N.H.	LX665-turbo	69034
7	1	Tractor	JD	4450 cab & air	004278
8	1	TMR	Patz	V420 LP HD	V74201166JN

9	1	Tractor	JD	4410 cab & air	038639
10	1	Tractor	JD	4440	038639
11	1	Chopper box/gear	Meyer	516 AL tandem	895428
12	2	Chopper box/gear	H&S/Knpwis tandem	501 14' & 7+4 16'	09339
13	1	Discbine	JD	946 MOCO	173591
14	1	Chopper w/heads	NH	890	237893
15	2	Hay Rack	Minnesota H&S	8x16'	
16	1	Chopper w/hds	JD	3970	985354
17	1	Baler	JD	328 #40 thrower	767267
18	1	Hay Rack	GMCI	8x16	
19	1	Meger	Miller Pro	7914	
20	1	Elevator	Loyal	60 ft. (Hay)	
21	1	Fertilizer Auger	Hydra Fold	6" x 16' all hydraulic	
22	1	Spreader	H&S	310	006849
23	1	Feed Cart	Agrimetal	525/Honda 5.5	
24	2	Feeder Wagon	H&S	310	006849
25	1	Cattle Trailer	Bumper Hitch	16'	
26	1	Conveyer	Loyal	24'	
27	1	Auger	Fertel	10x76	
28	1	Transfer Auger	Westfield	10x16	
29	1	Trailer	PJ	25' Tandem Gooseneck	
30	1	Feed Mill	Artsway	PM30	
31	1	Manure Spreader	NH	185	
32	2	Vacuum Pump	Universal/DeLaval	7.5/5 Hp	
33	7	Milker Units	DeLaval		
34	1	Receiver & Washer	DeLaval/Bender		
35	60	Panels and Gates	12-16'		
36	2	Bale Spear	Verlin LL		
37	5	Round Bale Feeder	Dura Built/Sioux		
38	2	Poly Bins	Ploy Dome	4.5 ton/auger	

39	2	1 HP Motor		1 HP	
40	1	Semen Tank	Breeding Kit		
41	1	4-Wheeler	Bombardier	800 4x4 Outlander	
42	1	Bedding Chopper	DC Atlas	Honda Motor	
43	3	Skid Steer Bucket		72" and 60"	
44	1	Grappel Fork	Skitsteer		
45	1	Pallet Fork	Skitsteer		
46	2	Round Bale Wagons		8 Bale	
47	2	Fuel Barrels	300 Gallon	1 electric pump	
48	2	Barn Fans		48"	
49	1	Barn Cleaner	Chute & Chain		